



TOWN OF HOPEDALE, MA CHIEF OF POLICE CONTRACT



This agreement made effective July 1, 2021 by and between the Hopedale Board of Selectmen and Mark A. Giovanella hereinafter referred to as the Chief of Police. In consideration of all promises herein contained, the parties hereto mutually agree as follows and the Town agrees to seek and provide all funds necessary to maintain this contract.

1. EMPLOYMENT:

The Board of Selectmen hereby agrees to employ Mark A. Giovanella as the Chief of Police for the Town of Hopedale and Mark A. Giovanella agrees to accept that employment, subject to the terms and conditions of this agreement.

2. TERM:

- a. The initial term of this Contract shall be for a period commencing July 1, 2021 and ending June 30, 2026. However, this Contract may be extended as provided by its terms.
- b. Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this Contract no less than six (6) months prior to the end of its initial term or any extended terms, this Contract shall automatically be extended on the then applicable terms and conditions for an additional one (1) year period.
- c. If, no less than six (6) months prior to the end of its initial duration, the Chief notifies the Board of his intention to retire at a date certain that is one year or less following the current contract duration, this Contract shall automatically be extended with applicable terms and conditions until such retirement date.

3. TERMINATION: DISCIPLINE OR DISCHARGE GRIEVANCE PROCEDURE:

- a. It is agreed that the Chief of Police can be disciplined or discharged (which term includes non-reappointment) only for just cause, upon proper written notice of at least 30 days and only after a hearing at which the Chief shall have the right to be represented by counsel. The term "proper written notice" as it appears in this section means that written notice of the hearing must be given to the Chief at least thirty (30) calendar days prior to the date of the hearing and must set forth the following: (i) the date, time and location of the hearing; (ii) the reason for the hearing; (iii) the charges alleged; and (iv) the range of discipline considered. The Chief shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. The principle of progressive discipline will apply and the City/Town recognizes its obligation to provide the Chief with periodic performance evaluations.
- b. The Chief may appeal any discipline or discharge to a single arbitrator subject to the Labor Arbitration Rules of the American Arbitration Association with the cost of this arbitration to be shared equally by both parties. The decision of the arbitrator shall be final and binding



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with no further right of appeal beyond that which is permitted by law for the review of arbitration decisions.

- c. In the event of the suspension or discharge of the Chief, if the arbitrator or a court shall reverse or modify a suspension or discharge, the Chief shall be entitled to back pay benefits and counsel fees to the extent and in the amount that the arbitrator or court awards.

4. *DUTIES:*

The administrative control of the Hopedale Police Department shall be the responsibility of the Chief as set forth in M.G.L. c41 §97A. The Chief's duties shall include but not be limited to the following:

- a. Supervision of the daily operation of the Police Department.
- b. Supervision of all departmental personnel.
- c. Preparation and submission of the Police Department budget.
- d. Submission of reports to the Town either orally or in writing when requested or required in order to ensure the proper communication between the Town and the Police Department.
- e. Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department.
- f. Supervision and control of all Department equipment and motor vehicles belonging to or used by the Police Department.
- g. Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department.
- h. Being in charge of all special, auxiliary and/or reserve police officers, if any.
- i. Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.
- j. Maintaining the discipline of department personnel; the issuing of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all departmental personnel.
- k. Being available for hearings before any Board of the Town at which the Police Department is required to appear and before the Town Council/Town Meeting when necessary.



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- l. Being responsible for planning, organizing, directing, staffing and coordinating police operations, including so-called "paid details," mutual aid, regional task force or similar enforcement efforts, and coordination with the State Police where the Chief deems it appropriate.
- m. Being responsible for communications with the public, including the media, on matters related to crime, police operations and department policy.

5. HOURS OF WORK:

- a. The Chief of Police agrees to devote the amount of time and energy, which is reasonably necessary for the Chief to faithfully perform the duties of Chief of Police under this Contract. The Chief shall normally work week days during day shift hours.
- b. It is recognized that the Chief of Police must devote a great deal of time outside normal office hours to conduct the business of the Town. The Chief shall be allowed to take compensatory time off and alter the Chief's schedule as the Chief deems appropriate during normal office hours, and at such time that will least adversely impact department operations.
- c. The Chief of Police shall perform faithfully and to the best of his ability, the duties of Police Chief, as those duties are set forth in the Massachusetts General Laws, the by-laws of the Town of Hopedale, and described in Section 4 of this Contract.
- d. The Police Chief will be the administrative head of the Police Department.

6. BENEFITS:

The Chief of Police shall be entitled to all benefits, including but not limited to, those that are currently available to all fulltime employees of the Town of Hopedale as outlined in the bylaws of the town. Additionally, the Chief shall be entitled to an annual clothing allowance in the amount of \$1,500 for the duration of this Contract.

7. RELATIONSHIP BETWEEN THE BOARD AND THE CHIEF OF POLICE:

The Chief of Police shall report to the Chairman of the Board of Selectman through the Town Administrator for the day-to-day operations of the Police Department. The Board of Selectman shall meet with the Police Chief as required, but at least once annually, for the purpose of discussing the Police Department budget and or the needs of the Police Chief and the Police Department.

8. PERFORMANCE:

The Chief of Police and the Board of Selectmen shall fulfill all aspects of this Contract. Any exceptions thereto shall be by mutual agreement between the Chief of Police and the Board of Selectmen and shall be reduced to writing.



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9. ENTIRE AGREEMENT:

This Contract embodies the whole agreement between the Board of Selectmen and the Chief of Police. There are no inducements, promises, terms, conditions, or obligations made by or entered into by either party other than those contained herein. This contract may not be changed, except by mutual agreement of the Police Chief and the Board of Selectmen.

10. INVALIDITY:

If any paragraph or part of this Contract is made invalid under Massachusetts General Laws and/or the Town of Hopedale by-laws, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.

11. SALARY:

Effective July 1st 2021, the Chief shall be compensated at the following annualized rates, which is inclusive of the Town's 50% share of the educational incentive payment under G.L. c 41, section 108L:

- a. FY 22 – minimum 3.5% increase; FY 23 – minimum 3.5% increase; FY 24 – minimum 3.5% increase; FY 25 – minimum 3% increase; FY 26 – minimum 2.5% increase, all subject to Town Meeting approval. In addition, the Town agrees to reopen this contract within 30 days of receipt of a request from the Chief to do so solely for the purpose of discussing possible further salary increases for the Chief beyond what is specified in this section. Said request shall be made twice during the term of this agreement in January of Fiscal Year 2021 and in January of Fiscal Year 2024. The Chief and the Board of Selectmen shall meet at least thirty days prior to his anniversary for the purpose of an evaluation. Said evaluation shall be completed and compensation set by the Board prior to the thirtieth day of June each calendar year.
- b. An unmarked Police Vehicle shall be provided for the Police Chief together with all attendant operating and maintenance expenses and insurance for use of the Chief of Police in connection with the performance of his duties as Chief of Police, and for his professional growth and development. It may be used by the Chief for personal reasons, since the Police Chief is on call in the event of emergency.

12. EDUCATION:

In addition to the Town's 50% share of the Quinn Bill that is included in the Chief's base salary amounts provided for in Section 11 above, the Town will pay to the Chief of Police a portion of the Commonwealth's share of the Quinn Bill for holding a Master's degree in Law Enforcement, in the annual amount of \$9,700.00. It is understood and agreed that should the Commonwealth restore Quinn Bill funding in whole or in part in the future that the Town will be entitled to reimbursement from the Commonwealth for any amounts paid to the Police Chief under this section.



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13. LONGEVITY:

The Chief shall be entitled to longevity as follows: Ten years of service \$1,000.00 and \$100.00 for every year of service through year nineteen. Twenty years of service \$2,500.00 and \$150.00 for every year until retirement. Payment to be made on the anniversary of starting date of hire.

14. HOLIDAYS:

- a. The following days shall be considered holidays, New Year's Day, Labor Day, Martin Luther King Day, Veterans Day, President's Day, Thanksgiving Day, Patriots Day, Christmas Day, Memorial Day, Independence Day, and Columbus Day.
- b. The Police Chief shall be eligible for holiday pay pursuant to Mass. General Laws and shall be compensated for said holidays under G.L. c. 147, § 17F.

15. VACATION:

The Chief of Police shall receive a yearly vacation with pay to be computed as follows. The Chief shall not be allowed to take more than two consecutive weeks of vacation without prior approval of the Board of Selectman. All vacations must be taken during the fiscal year in which they are due. Vacation time, up to one week may be carried over into the next fiscal year with Board of Selectmen approval.

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|--------------------------------|---------|
| a. After one year of service | 10 days |
| b. After five years of service | 15 days |
| c. After ten years | 20 days |
| d. After fifteen years | 25 days |

16. PERSONAL DAYS:

The Chief of Police shall receive 3 personal days during each fiscal year of this contract. Personal Days may not be used to extend vacation or holiday. Personal Days may not be carried forward from one fiscal year to the next.

17. BEREAVEMENT LEAVE:

In the event of a death in the Chief of Police's family, the Town will grant reasonable time off without loss of normal straight time compensation for all scheduled work days falling within the five day period next following the date of death in the immediate family. Immediate family being wife, children, parents, sister or brother, parents in law or other relatives living in the immediate household. For other members of the family, grandparents, grandchildren, aunts, or uncles three days without loss of pay will be granted if the funeral is held on a scheduled workday. More time in individual cases due to unusual circumstances or for persons other than those listed above, shall be granted subject to the discretion of the Board of Selectman.



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18. INDEMNIFICATION:

The Town agrees that it shall defend, save harmless and indemnify the Chief against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties. This provision shall survive any termination of this Contract.

19. PROFESSIONAL LIABILITY

The Town agrees to furnish at its expense professional liability insurance for the Chief with liability limits of no less than One Million (\$1,000,000.00) Dollars.

20. MISCELLANEOUS

The Chief shall be eligible for all health and life insurance benefits for which other non-union Town employees are eligible. The Town agrees to contribute towards the cost of such insurance programs an amount or percentage not less than the highest applicable amount or percentage available to non-union officers of any rank of the Police Department.

21. INJURED ON DUTY

As a sworn police officer, the Chief shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

22. DEATH DURING TERM OF EMPLOYMENT:

If the Chief of Police dies during the term of his employment, the Town shall pay to the Chief of Police's estate all the compensation which would otherwise be payable to the Chief up to the date of the Chief of Police's death, including but not limited to, unused vacation, holidays and compensatory time.

23. SICK LEAVE:

The Chief of Police shall accumulate Sick leave days, which will accrue at the rate of one day per month of actual full-time work. A maximum accumulation will be 120 days. Days may be used to attend to the illness of immediate family members, consisting of spouse, parent or child. Sick days can be used only for personal illness or critical illness of a spouse, parent or child.

24. PROFESSIONAL DEVELOPMENT, DUES AND SUBSCRIPTIONS:

The Town shall pay reasonable amounts for the Chief's dues and attendance at professional development meetings, including those sponsored by the International Association of Chiefs of Police, Massachusetts Chiefs of Police Association, FBI National Academy, New England



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Association of Chiefs of Police and other applicable programs, all within department professional-development budgeted amounts as approved annually by Town Meeting, provided that the attendance does not in the opinion of the Board of Selectmen create a substantial negative financial burden to the town or has an adverse effect on personnel within the department.

The Police Chief shall be granted leave of absence without loss of pay or benefits, if so requested to attend the Massachusetts Chiefs of Police Association and the International Association of Chiefs of Police convention for periods up to and including five (5) days and four (4) nights.

25. GOVERNING LAW:

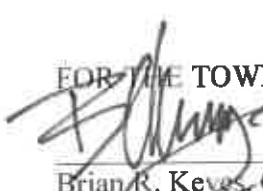
This Contract shall be governed by and construed pursuant to the laws of the Commonwealth of Massachusetts.

26. APPROPRIATION:

All terms of this Contract are subject to annual appropriation by Town Meeting, however, the Town and Board of Selectmen understands and acknowledges that it shall be responsible to budget and support any such appropriation and the terms of this Contract at any and all town meetings.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this agreement and a duplicate thereof this day of:

FOR THE TOWN OF HOPEDALE


Brian R. Keves, Chairman

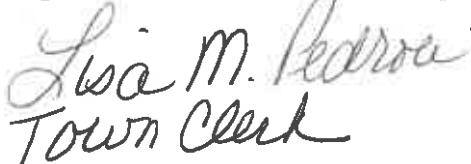

Louis J. Arcudi, III

FOR THE CHIEF OF POLICE


Mark A. Giovannelli #23

Vacant

Filed with the Town Clerk this 29th day of April, 2021


Lisa M. Pedraza
Town Clerk

